



**DEPARTMENT OF THE NAVY**  
NAVAL UNDERSEA WARFARE CENTER DIVISION  
610 DOWELL STREET  
KEYPORT, WASHINGTON 98345-7610

5720  
00L/018

Ms. Rose Santos  
FOIA Group, Inc.  
P.O. Box 368  
Depew, NY 14043

Subj: PARTIAL DENIAL OF FREEDOM OF INFORMATION ACT REQUEST DON-NAVY-2022-004345 FOR CONTRACT N0017819D7331 Order N0025320F3000

Dear Ms. Santos:

This letter is in response to your Freedom of Information Act (FOIA) request dated February 7, 2022, for information pertaining to contract N0017819D7331 Order N0025320F3000 in which you seek clearly releasable copy of the task order's title page and current statement of work/performance of statement.

Review of the requested documents reveals that they are partially exempt from disclosure under the FOIA. Exemption (b)(6) protects personal information such as names, phone numbers, and email addresses, which have been redacted accordingly.

Fees incurred during the processing of your request amount to \$36.00 for .25 hours of search, and .5 hours of review. Accordingly, please forward a check or money order, payable to the Treasurer of the United States, for the stated amount, to this office within 30 calendar days from the date of this correspondence.

You have the right to an administrative appeal. It must be received within 90 calendar days from the date of this letter. Please attach a copy of your initial request and amended request, a copy of this letter, and mark the appeal letter and envelope "Freedom of Information Act Appeal." Mail your appeal to:

Department of the Navy,  
Office of the General Counsel,  
1000 Navy Pentagon, Room 4E635, Washington, DC  
20350-1000

Please send a copy of your appeal to the Naval Undersea Warfare Center, Keyport, FOIA Coordinator, 610 Dowell Street, Keyport, WA 98345-7610. You are encouraged to provide an explanation why you believe the redactions were inappropriate or our search was inadequate.

Subj: PARTIAL DENIAL OF FREEDOM OF INFORMATION ACT REQUEST DON-  
NAVY-2022-004345 FOR CONTRACT N0017819D7331 ORDER N0025320F3000

If you have any questions, please contact the FOIA Coordinator at  
andrew.j.phillips1@navy.mil and (360) 396-2785. You may also contact the DON FOIA Public  
Liaison, Christopher Julka, at [christopher.a.julka@navy.mil](mailto:christopher.a.julka@navy.mil), (703)697-0037.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert M. Jusko". The signature is fluid and cursive, with the first name "Robert" and last name "Jusko" being more prominent than the middle initial "M".

R. M. JUSKO  
COUNSEL

ORDER FOR SUPPLIES OR SERVICES					PAGE 1 OF 98								
1. CONTRACT/PURCH ORDER/AGREEMENT NO. N0017819D7331		2. DELIVERY ORDER/CALL NO. N0025320F3000		3. DATE OF ORDER/CALL (YYYYMMDD) 2022MAY11		4. REQUISITION/PURCH REQUEST NO. 1301003589		5. PRIORITY DO-C9					
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport, WA 98345-7610			CODE N00253		7. ADMINISTERED BY (If other than 6) SCD: C			8. DELIVERY FOB <input type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR NAME AND ADDRESS Celeris Systems, Inc. 3335 E Miraloma Ave, Suite 143 Anaheim, CA 92806-1926			CODE 49B81		FACILITY 603651774		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED				
							12. DISCOUNT TERMS Net 30 Days WAWF						
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK SEE SECTION G						
14. SHIP TO SEE SECTION F			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381			MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
		PURCHASE <input type="checkbox"/>		Reference your _____ furnish the following on terms specified herein.									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
Celeris Systems, Inc. <span style="background-color: black; color: red; padding: 2px;">(b) (6)</span> NAME OF CONTRACTOR _____ SIGNATURE _____ TYPED NAME AND TITLE _____ DATE SIGNED (YYYYMMDD) _____ <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: _____													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA /s/Robert Watson BY: _____						25. TOTAL \$9,577,102.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP. NO. <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.										34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

# Section C - Description/Specifications/Statement of Work

## CLAUSES INCORPORATED BY FULL TEXT

### **C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or other employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting “subcontractor” for “Contractor” where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of Text)

### **C-202-H001 ADDITIONAL DEFINITIONS – BASIC (NAVSEA) (OCT 2018)**

(a) Department – means the Department of the Navy.

(b) Commander, Naval Sea Systems Command – means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers – Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

#### **C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

#### **C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 21 November 2019 in response to NAVSEA Solicitation No. N0025319R3503.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal reference herein is (are) hereby designated as item (f) of this clause, following "the specifications" in the order of precedence.

(End of Text)

#### **C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A005, attached hereto.

(End of Text)

#### **C-227-H013 REPORTING THE INTENDED USE OF GOVERNMENT-UNIQUE MARKS (NAVSEA) (JAN 2020)**

(a) Government -unique mark, as used herein, means any mark that identifies and distinguishes goods first developed or manufactured in performance of a Government contract or that identifies and distinguishes services first rendered in performance of a Government contract.

(b) The Contractor must notify the Contracting Officer in writing of its intent to assert rights in, or file an application to register, a Government-unique mark. The Contractor's notification shall be in writing and shall identify the Government-unique mark (including the word, name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(c) Failure of the Government to respond to the notification does not waive the Government's right under the Trademark Act to contest the Contractor's assertion of rights or application.

(d) Nothing contained herein provides authorization or consent, express or implied, by the Government regarding the Contractor's use of any mark, including a Government-unique mark.

(End of Text)

#### **C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (OCT 2018)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/> under eCRAFT information. The eCRAFT e-mail address for report submission is: [Ecrafft.nuwc.npt.fct@navy.mil](mailto:Ecrafft.nuwc.npt.fct@navy.mil). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

#### **C-237-H001 SERVICE CONTRACT REPORTING (NAVSEA) (JAN 2021)**

(a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

(End of Text)

**C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of “1,000 or less at the time of final contract closeout. The term “residual dollar amount” shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

**C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)**

(a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.

(b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word “contractor” shall be changed to “subcontractor.”

(c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.

(d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture.

(e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000 Corona, CA 92878-8000 Phone (951) 898-3207 FAX: (951) 898-3250 Internet: <http://www.gidep.org>

(End of Text)

**C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office point of contact below to report completion of the required training via email. The email shall include the contractor employee’s name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contracts are as follows:

Safety Help Desk Email KYPT\_SafetyHelpDesk@navy.mil  
 Safety Help Desk Telephone (360) 315-675

(End of Text)

#### **C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)**

(a) A post-award meeting with the successful offeror will be conducted within [8] days after award of the task order. The meeting will be held at the address below:

Location/Address:  
 610 Dowell Road  
 Keyport, WA 98345

(b) The contractor will be given 5 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level point of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

[\*] To be specified at task order award.

(End of Text)

#### **C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)**

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors of consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) IF SEAPORT TASK ORDER – The results of negotiations to incorporate fee rate caps no higher than the lower of the (i) Seaport-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a



Seaport-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime Seaport-e contract.

(End of Text)

#### **C-207-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution: (2) a complete resume of the proposed substitute: (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced: (4) payroll record of the proposed replacement: and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel: General and Operations Manager; Senior Engineer

#### **C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract: (2) direct a change as defined in the "CHANGES" clause of this contract: (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance: or (4) change any of the terms, conditions, or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

**C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval and its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

**C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)**

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as “the support contractor”, to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as “protected information”. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, image, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreements will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

(End of Text)

**SECTION C DESCRIPTIONS AND SPECIFICATIONS**

## **1.0 BACKGROUND**

### **1.1 Test and Evaluation Resources and Independent Tests Program M**

The Test and Evaluation (T&E) Resources and Independent Tests Program M, Code 70, manages programs such as the Surface Ship Radiated Noise Measurement (SSRNM), Fleet Sonar Self Noise (FSSN), Common Acoustic Acquisition System (CAAS), Portable Cetacean Monitoring System (PCMS), 3-Dimensional Multiplexors (3DMUX), Portable Underwater Tracking Range (PUTR), PRAIRE & Masker Operability (PMO) and other Navy Range Programs. Note: The term “Acoustic Acquisition” is used throughout this document as it relates to the capture and utilization of sound wave forms and is a standard naval term. SSRNM tests on Navy surface ships are required to provide a qualitative assessment of the ship’s current acoustic signature as compared to the class average. SSRNM is a Fleet Antisubmarine Warfare (ASW ) requirement that must be performed during the basic phase, approximately every 27 months. FSSN testing is directed by AN/SQQ-89 ASW Combat System Maintenance Requirements Cards (MRCs). CAAS is typically used to measure radiated noise for Navy ASW and other weapon systems which are under development. PCMS is typically used as a collateral asset during the performance of weapon testing so as to ensure no mammals will be endangered as a result of prospective acoustic emissions. The 3DMUX is a system that translates digital to analog and analog to digital range data and communications. PUTR is a transponder based portable range, for deep water ASW. It is used almost exclusively in WESTPAC, in Japan (several locations) and Guam. PMO assessment and reporting is performed periodically as a prerequisite for SSRNM testing. This operability is critical to ASW threat susceptibility and provide significant reduction to radiated noise in most machinery lineups when properly groomed.

The major components of these programs include planning, acquisition data collection, reduction, and analysis of ship radiated-, sonar self- and structure borne-noise data; design, operation and maintenance of equipment systems to support operations, and updates of acoustic prediction models based on ships radiated noise data. The specific tasks performed in support of the Navy Range Programs (SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / NOAA / foreign and commercial vessel measurement programs) may require to be performed at sea onboard U.S. Government, NATO, allied forces or commercial vessels during the conduct of the testing. Additionally, services may be performed at Navy shore based facilities, i.e. NUWCKPT, Atlantic Undersea Test and Evaluation Center (AUTEC) Bahamas, Southern California Instrument Underwater Range, (SCIUR) San Diego, and at other navy / non-navy, CONUS / OCONUS (Japan, Spain, Greece, Guam) facilities including those of foreign governments and other contractors.

### **1.2 Pacific Northwest Range Management and Operations Division**

The Pacific Northwest (PNW) Range Management and Operations Division, Code 21, operates ocean-based environment, measurement and support systems; oversees test, training, measurement facilities, equipment, and operations and maintenance processes; satisfies customer exercise and measurement requirements through the operation of ocean based test and measurement systems; assures the readiness of assigned systems through the implementation of calibration, maintenance, repair and life cycle processes; acts as the Customer’s Agent for exercise planning, exercise interpretation and development of surrogate environments, measurement and support systems; assists in the design, fabrication and testing of systems for USW warfare environment simulation and performance measurement; oversees the manning and maintenance of all NUWC Division Keyport range craft and range craft systems; acts as the NUWC Division Keyport point of contact (POC) for international agreements and Fleet platform scheduling for both U.S. and foreign Navies; and serves as the Technical Project Manager (TPM) for the Major Range and Test Facility Base (MRTFB) Maintenance & Operations (M&O) Project.

### **1.3 USW Weapons and Product Acceptance Division**

The USW Weapons and Product Acceptance Division, Code 22, is responsible for conducting production acceptance for USW weapons and material resulting in improved system reliability and confidence for the Fleet. These efforts

include: specifying the components of war fighting environment, determining methods of evaluation, setting overall test objectives based upon end user requirements, and relating evaluated results to those requirements; providing technical leadership and competency in the application of reliability and environmental test technologies to support USW TT&E capabilities and systems; providing technical expertise in the application of transducer, pinger, magnetic and electronic T&E systems to fulfill the Department's mission of performing readiness assessment of operational USW Ships, Ship systems, and Weapons; evaluating system response relative to the real, approximated and synthetic environments and required performance; directing the contractual production acceptance process at Keyport for both the Heavyweight and Lightweight Torpedo weapon systems; and performing TT&E data processing, which includes developing requirements for and specifying data systems and analysis tools to satisfy systems confidence needs.

## **2.0 DESCRIPTION OF SERVICES**

### **2.1 Management**

The Contractor shall ensure that all work meets performance objectives, standards, or tolerances specified or included in classified applicable documents. In order to meet task order requirements, work shall be performed within time limits specified, constraints present, and schedule of customer's operations in accordance with operations schedules provided by the Government.

Through participation in planning meetings the Contractor shall receive information that the Contractor may utilize in setting milestones and performance objectives relative to specific subtasks discussed in accordance with the contract and task order Performance Work Statement (PWS).

A contractor point of contact (POC) shall be identified for each PWS functional area (2.3 - 2.5). The POC shall be the main line of communication between Government technical leads and contractor personnel for technical tasking. Any effort undertaken by the contractor pursuant to oral directions and instructions, other than in accordance with the provisions herein, shall be at the Contractor's risk and expense.

The Government and contractor shall mutually agree to a day and time weekly for communication meetings. These meetings are for the purposes of identifying problem areas, problem resolution, and keeping lines of communication open.

#### **2.1.1 Program Management**

The Contractor shall provide engineering and program management expertise in support of the ASW Range program through a continuum of program reviews and customer presentations. The Contractor shall evaluate objectives and specifications, review the ASW Range Program of Record in meeting customer NAVSEA SEA05M product requirements, and assist with high-level Navy action items and program objectives. The Contractor shall provide programmatic, engineering, technical services, incidental materials, procedures, facilities and personnel necessary for routinely assessing the effectiveness and evaluating the ASW Range Program.

The Contractor shall provide technical reviews of test trial report documentation. This will include the technical review of SSRNM and FSSN testing reports for accuracy and adequacy. Additionally, the Contractor will provide technical review of program documentation, instructional and presentation material for correctness and completeness.

The Program Manager (PM) will attend the bi- annual SSRNM and FSSN program review. At this program review the PM will present technical status and overview of the SSRNM and FSSN programs.

Estimate: Two, 2-day Program Review per year. PM to conduct one, 1 hour presentation at each bi-annual Program Review (total of 2 presentations per year).

The contractor shall provide monthly status reports identifying work accomplished, funding spent for the previous month, work planned for the next month, issues and concerns. See paragraph 4.0 Reporting Requirements.

(CDRL A001, DI-MGMT-80227)

The contractor shall provide biweekly funds and man-hours expenditure reporting the status of the current funding level and labor hours by project and functional area. See paragraph 4.0 Reporting Requirements.

(CDRL A002, DI-FNCL-80331A)

### 2.1.2 Subcontractor Management

The Contractor is responsible for performance requirements delineated in this PWS, and shall institute appropriate management actions relative to subcontractor performance. The Contractor shall be accountable for compliance of subcontractors and is responsible for ensuring all deliverable products comply with task order requirements.

### 2.1.3 Assignment of Responsibility and Authority

The Contractor shall identify the organizational elements responsible for conducting the activities delineated in this PWS. Responsibilities shall be assigned and clear lines of authority defined for determining and controlling the resources necessary to satisfy each element of this PWS. In accordance with Section C, Special Contract Requirements, C-207-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018), the Contractor shall notify the Government of changes regarding authority or responsibility changes made by the Contractor during the period of performance.

## 2.2 Personnel Qualifications

The Contractor shall provide necessary personnel to accomplish all contract work and services within the Government specified timeframes. The Contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State, and local laws, and regulations. Evidence of required qualifications, necessary licenses, certifications, training, experience levels, and security clearances shall be maintained by the Contractor and must be produced if required by inspection or audit. Contractors must have the ability to communicate effectively (both verbally and written) to all applicable parties. Personnel assigned to these tasks will need the tact and diplomacy to effectively work with civilian and military personnel to maintain the professionalism of Naval Undersea Warfare Center Division Keyport (NUWC DIVKPT).

It is not the Government's responsibility to develop or train private Contractor employees. In the event that a one-time training event is required, or training specific to the Government that cannot be obtained commercially is required, the Contracting Officer will approve the training by issuing a Technical Instruction (TI) Letter to the Contractor.

### 2.2.1 Program Manager and Senior Engineer Qualifications

Program Manager (PM) and Senior Engineer are key persons for this contract. At the time of award, the qualifications described in the PM and Senior Engineer's resumes will supersede the qualification requirements defined in this section. Those qualifications will then become the minimum standards for these persons during the course of this contract.

### 2.2.2 Labor Categories, Education, and Experience

Table 2-1 lists the labor categories (along with the Service Contract Act or Bureau of Labor Statistics Occupation Code), required education, experience, and individual qualifications for the support to be provided under the PWS

paragraph(s). The Level of Effort (LOE) determines the need of each labor category. If an offeror does not identify the labor categories listed below by the same specific title in its proposal, then the offeror shall provide a cross reference which lists its applicable labor category designation which corresponds to that identified below and identify any substantive differences. Contractor personnel shall be assigned to contract efforts in a manner that will maximize productivity and efficiency.

**Table 2-1 Labor Categories, Education and Experience**

<b>BLS: 11-1021 General and Operations Manager (Key Person)</b>
PWS Paragraphs: <b>2.1.1 &amp; 2.2.1</b> Program Manager (PM)
Education/Experience: Desired Bachelor's degree from an accredited college or university in engineering, engineering management or business administration.
This position requires a minimum of three (3) years managerial experience related to Test and Evaluation with an emphasis on acoustic and sonar technical projects. Experience applicable for the work to be performed:
<ul style="list-style-type: none"> <li>• Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.</li> <li>• USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSRNM)</li> <li>• Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.</li> <li>• Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.</li> </ul>
Security Clearance Required: Secret
<b>SCA 29085 Engineering Technician V</b>
PWS Paragraphs: 2.5.2, 2.5.3, 2.5.4, 2.5.5
Education/Experience: Five (5) years of general experience with local area networks, secure networks, interfacing computer systems, and data gathering systems.
Security Clearance Required: Secret
<b>SCA 29084 Engineering Technician IV</b>
PWS Paragraphs: 2.5.2, 2.5.3, 2.5.4, 2.5.5
Education/Experience: Three (3) years of general experience with local area networks, secure networks, interfacing computer systems, and data gathering systems.
Security Clearance Required: Secret
<b>SCA 01051 Data Entry Operator 1</b>
PWS Paragraphs: 2.3.3
Education/Experience: High school diploma. Working knowledge of computers and standard office equipment is essential. Must possess basic English skills such as spelling, grammar and punctuation.
Security Clearance Required: Secret
<b>BLS 15-1132 Software Developer (Software Engineer)</b>
PWS Paragraphs: 2.3.1, 2.3.2, 2.3.3, 2.4

Education/Experience: Desired Bachelor's degree (BS-Computer Science, Information Systems, Mathematics, Operations Research, Statistics, Engineering, or a related field from an accredited college or university) and four (4)+ years general experience in the below areas or a High School Diploma and eight (8) years of general experience in the below areas.

Progressively responsible experience performing below listed and related duties:

- Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.
- USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSR/nm)
- Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.
- Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.
- Relevant programming experience in the C++ (Microsoft Foundation Class (MFC)), LabView and Matlab languages.

Required Certification: Certification to IA (Information Assurance) level II per DOD instruction 8570.1-M. AND any ONE (1) of the following:

- Vulnerability Scanning Knowledge and Expertise
- DIACAP Knowledge and Expertise
- Certified Ethical Hacker
- Security+
- Systems Administrator/Network Manager
- Global Information Assurance Certification (GIAC)
- Cisco Certified Network Engineer (CCNE)
- A+Core
- CSSLP – Certified Secure Software Lifecycle Professional

Security Clearance Required: Secret (SSBI)

### **BLS 15-1121 Computer Systems Analyst (Systems Analyst-Sonar)**

PWS Paragraphs: 2.3.1, 2.3.2, 2.3.4, 2.5.1, 2.5.3, 2.5.4

Education/Experience: Desired Bachelor of Science degree from an accredited college or university is required in appropriate field (e.g., physics, oceanography, acoustics, computer science and mathematics) with at least four (4) years specialized experience in acoustics or sonar signal analysis OR a High School Diploma and eight (8) years of general experience in the below areas.

Experience applicable for the work to be performed:

- Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.
- USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSRNM)

- Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.
- Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.

Security Clearance Required: Secret (SSBI for 2.3)

**BLS 15-2021/19-2012 Scientist (Physicist, Mathematician, Oceanographer or Acoustic Scientist)**

PWS Paragraphs: 2.3.1, 2.3.2, 2.3.5, 2.3.6, 2.3.7

Education/Experience: Desired Bachelor of Science degree from an accredited college or university in appropriate field (e.g., physics, oceanography, acoustics, or mathematics) and at least four (4) years of experience in the below areas.

Experience applicable for the work to be performed:

- Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.
- USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSRNM)
- Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.
- Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.

Security Clearance Required: Secret (SSBI)

**BLS 17-2199 Junior Engineer (Mechanical, Electronic, Electrical or Acoustic)**

PWS Paragraphs: 2.3.1, 2.3.2, 2.3.4, 2.3.5, 2.3.6, 2.3.7

Education/Experience: Desired Bachelor of Science degree from an ABET accredited college or university is required in a Mechanical, Electronic, Electrical, Acoustic or related Engineering field with at least two (2) years specialized experience in acoustic systems within this document, Naval vessels and shipboard mechanical systems and how these systems interoperate OR a High School Diploma and eight (8) years of general experience in the below areas.

Experience applicable for the work to be performed:

- Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.
- USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSRNM)
- Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.
- Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.

Security Clearance Required: Secret (SSBI)

**BLS 17-2199 Senior Engineer (Mechanical, Electronic, Electrical or Acoustic) (Key Person)**

PWS Paragraphs: 2.3.1, 2.3.2, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.4



Education/Experience: Desired Bachelor of Science degree from an ABET accredited college or university in Mechanical, Electronic, Electrical, Acoustic or related Engineering field and at least four (4) years of experience in the below areas.

Experience applicable for the work to be performed:

- Acoustical or sonar experience with submarine and surface ship sonars, (including state-of-the-art digital sonar systems), torpedo sonars, transducer design, underwater sound analysis, or acoustic test facilities.
- USW systems testing and analysis experience relevant but not limited to such operations or exercises as Surface Ship Radiated Noise Measurement (SSRNM).
- Experience associated with U.S. Naval at-sea operations as related to undersea warfare in the areas of acoustic signature, PRAIRIE, noise propagation and silencing.
- Experience in local area networks, interfacing computer systems, data gathering systems, underwater weapons programming, fire control system software, sonar signal processing, underwater weapons development, or technical information systems design.
- Experience with embedded systems

Security Clearance Required: Secret (SSBI)

### **BLS 15-1111 Data Scientist (Computer and Information Research Scientists)**

PWS Paragraphs: 2.5.6

Education/Experience: Desired Bachelor of Science degree from an ABET accredited college or university in a computer-related field, such as computer science or information systems and at least four (4) years of experience in the below areas.

Experience applicable for the work to be performed:

- Experience in custom dynamic data visualization and front end user interface for analysis tools.
- Experience applying statistical and machine learning based methods for data analysis.
- Creation of scripts or other methods of automating data analysis, especially anomaly detection.
- Automation of specification compliance automation.

Security Clearance Required: Secret (SSBI)

### **BLS 15-1141 Data Manager (Database Administrator)**

PWS Paragraphs: 2.5.7

Education/Experience: Desired Bachelor of Science degree from an accredited college or university in an information- or computer-related subject such as computer science and at least three (3) years of specialized experience.

Experience applicable for the work to be performed:

- Experience in the cleaning, storage, and access of large scale time-series data using both SQL and non-relational database management systems.
- Design of database structure for flexible ad-hoc data analysis.
- Experience setting up and administering Big Data systems
- Design, management, administration and migration of SQL databases. Management of system and storage resources, including backup and recovery responsibilities. Development of database

maintenance and management processes.
Security Clearance Required: Secret (SSBI)

## **2.3 ASW Support**

### **2.3.1 Acoustic Trial Direction Support of SSRNM and SALTS**

The Contractor shall provide engineering and technical support for the planning, conducting, and execution of SSRNM, Sonobouy Acoustic Level Test System (SALTS), USW weapon system, and other related acoustic trials. Specific efforts shall include operation of the trial ranging / tracking system to ensure that acoustic run geometries are maintained in accordance with agenda requirements; coordination with ships force to ensure the operating conditions such as speed, depth, and machinery lineups, are in accordance with agenda requirements; coordination with measurement and analysis personnel to ensure that acoustic problems are documented and information on acoustic problems is transmitted to all on-site activities involved with problem resolution. During in-trial planning stages the contractor shall develop agenda inputs based on the given technical requirements. Tasks include briefing ship/ USW weapon system crews and assisting them in maintaining proper run geometry while on range, coordination with shore-based data collection personnel, conducting the measurement of propeller cavitation noise and diagnostic structure borne noise. The Contractor shall provide ship systems support to the measured ship/ USW weapon system to ensure proper lineup of air systems and investigate possible causes of system malfunction. The Contractor shall provide support in the conduct of acoustic test support in, but not limited to programs such as SSRNM / FSSN / Post Construction Acoustic Trials (PCON) / NOAA /PUTR/PMO/ foreign and commercial vessel measurement programs and other ASW systems. This support shall be in the preparation, briefings, trial direction, shipboard localization of noise sources, as well as post trial data reduction, analysis and report production adhering to, as applicable, (U) Guidelines for Conduct of Surface Ship Radiated Noise Measurement (SSRNM) Acoustic Trials – 2007 Update, NSWCCD-71-TR—2007/528. The contractor shall provide setup and operation of the trial tracking /ranging system, demonstrate performance in providing range safety and shipboard maneuvering recommendations during testing at Navy ranges; propeller/shafting monitoring assessment; air emission system lineup and operation; and shipboard engineering on major combatants to enable coordination with ships forces to ensure that the ships propulsion and power plant operating conditions are in accordance with the test requirements. The Contractor shall analyze and document each event in accordance with SSRNM Post Test Run Report. Classified reports shall be transmitted via Secret Internet Protocol Router Network (SIPRNet).

The contractor shall ensure personnel have access to SIPRNet to complete classified reports.

Estimate: Thirty (30) trials per year.

(CDRL A003, DI-MISC-80508B)

### **2.3.2 Radiated-Noise Measurements, Analysis and Reporting**

This contractor tasking shall include analytical support, including inputs to Naval messages and the formal reports, during data reduction and report generation. The Contractor shall provide lead and assistance in data acquisition, analysis, and reporting of radiated-noise, both near and far-field acoustic signatures during SSRNM and other acoustical trials. The Contractor shall analyze and document each event adhering to, as applicable, (U) Guidelines for Conduct of Surface Ship Radiated Noise Measurement (SSRNM) Acoustic Trials – 2007 Update, NSWCCD-71-TR—2007/528. Classified reports shall be transmitted via SIPRNet.

The contractor shall ensure personnel have access to SIPRNet to complete classified reports.

Estimate: Twenty-Five (25) trials per year.

(CDRL A003, DI-MISC-80508B)

### 2.3.3 Data Base Management

This task is to maintain and provide database management for SSRNM and FSSN measurement data. The Contractor shall provide technical support in the development and maintenance of the individual database management systems used by the SSRNM and FSSN programs. These database management systems provide historical data storage and retrieval, class statistical analyses, and trend analysis. The technical support shall include evaluation of database management systems requirements, development of system specifications, identification of system components, software development, software validation and verification, software maintenance, development of system documentation and user guides, and data entry. The Contractor shall accomplish technical enhancements to automated resources that support analysis, modeling, and reporting of radiated noise and vulnerability estimates. The Contractor shall provide development, improvement, maintenance, and administration of a centralized secure Government database and web server and determine the most efficient methods for database management of large volumes of radiated and sonar self-noise signatures. This database shall be accessed and maintained via SIPRNet.

Estimate:

Bi-weekly Software and Security updates/patches

156 AdHoc Database queries

Weekly Database Back-up

Queries to support Monthly Status Reporting

### 2.3.4 Conduct Analysis of Fleet Sonar Self-Noise (FSSN)

The Contractor shall provide analysis of sonar self-noise submitted by naval fleet assets. The analysis shall include the generation of a summary report and naval messages detailing the analysis results and any corrective action required. When an ASW ship goes into dry-dock the Contractor shall perform dry-dock inspections of ASW ships to verify the findings and conditions reported in the analysis reports. The Contractor shall analyze and document each event adhering to, as applicable, (U) Guidelines for Conduct of Surface Ship Radiated Noise Measurement (SSRNM) Acoustic Trials – 2007 Update, NSWCCD-71-TR—2007/528. Classified reports shall be transmitted via SIPRNet.

The contractor shall ensure personnel have access to SIPRNet to complete classified reports.

Estimate: Seventy (70) FSSN analyses per year

Six (6) dry dock inspections per year.

(CDRL A004, DI-MISC-80508B)

### 2.3.5 New Construction Ship Sonar Performance Measurement Support

The Contractor shall provide engineering and technical services to the AEGIS Test Teams (ATT-Bath and ATT-Pascagoula) in the performance and analysis of shipboard testing to support the sonar evaluation during new construction builder's trials, Post PSA trials, and any other trials specified by NUWC and NAVSEA. The engineering and technical services includes pier-side AN/SQQ-89 testing as well as participation in the collection and evaluation at-sea of sonar self- noise data.

The Contractor shall provide maintenance assistance for existing sonar self-noise data acquisition and analysis

software and hardware, and assistance for development of future such software and hardware. The Contractor shall perform services in order to improve sonar performance and increase sonar system detection ranges. (Note: AEGIS is not an acronym, but is the Greek word for “Shield”).

The Contractor shall provide technical assistance to the AEGIS Test teams in the maintenance of specialized test equipment hardware and software that is used in the acquisition of sonar self-noise and In-waters testing. The technical assistance includes design, development, procurement, fabrication, training in use and maintenance of the equipment.

The Contractor shall provide system engineering support for the introduction and testing of new construction ships AN/SQQ-89(V)15 with EC200 / 220 and follow-ons into the production testing process. The support is to include evaluating Sonar Self-Noise (SSN) and In-water testing based on technical requirements. Reviewing Wet Dome Phase Test (WDPT) procedures for compliance.

The Contractor shall perform technical services on ships, dock side and at-sea, for the purpose of acquiring data in order to observe and resolve problems for new ship construction at ATT-Bath and ATT-Pascagoula. The technical services will include acquisition and analysis of sonar self-noise data and the performance of wet dome phase tests. In order to perform this task, the Contractor shall perform technical services to assist the AEGIS Test Teams in determining if new construction USS ARLEIGH BURKE (DDG-51) class ships meet the applicable Noise Specifications.

The Contractor shall provide technical and programmatic support in the areas of:

- ship sensor noise analyses / impact / correction
- ship sensor noise measurement / data acquisition
- ship silencing analyses and impact
- test procedure review
- ASW roundtable meetings (attend and contribute) general program support
- Sail-away trial support (when required)

Estimate: Three (3) new construction support events per year.

### 2.3.6 Vulnerability Calculations

The Contractor shall provide technical services in the specialized areas of detection and counter-detection calculations for a variety of platforms and detection systems and acoustic vulnerability algorithms for U.S. and foreign threats. The Contractor shall perform conversions of the SSRNM and FSSN data into a fleet-standard vulnerability format for use by current Navy prediction models i.e. PCIMAT, STDA, SPPFS, etc. Classified reports shall be transmitted via SIPRNet.

The contractor shall ensure personnel have access to SIPRNet to complete classified reports.

Estimate: Thirty (30) complex computations annually.

### 2.3.7 System Engineering Improvement and Update Support

The Contractor shall provide Radiated Noise Measurement improvements or updates to software to support current and future acoustic acquisition systems and the SSRNM Processing and Reporting System (SaPR) and Sonobouy Acoustic Level Test System (SALTS). The Contractor shall provide acoustic measurement and data acquisition system development support for SSRNM. The support scope shall include the hardware and software required to support the acquisition and processing of radiated and structure borne noise data. The support efforts shall include the analysis of acoustic trial reporting format requirements, identification of signal processing techniques and

methods, development of system specifications, determination of adequacy of commercially available instrumentation and development of software operating systems. As required the support will include design, improvement, incidental (minor) procurement, fabrication, and field training in use and maintenance of the equipment.

Estimate: Sixty (60) evolutions per year.

#### **2.4 Range Equipment Sustainment (As Directed by Technical Instruction)**

The tasking is to provide engineering inputs to support the redesign, repair, and maintenance of Pacific Northwest and Atlantic Range equipment including ship and shore based equipment. When the support is required this may include equipment needed design, creation of white papers, equipment needed development, incidental (minor) procurement, part fabrication, equipment and part installation and the providing of field training in use and maintenance of the equipment to the government personnel. Range systems such as CAAS, 3DMUX, PCMS and related systems are areas that would require the contractor's expertise.

When directed by Technical Instruction, the Contractor shall provide services for the design, development, installation and support for range command and control systems and associated equipment for the Atlantic and Pacific range areas. In addition, the Contractor shall provide similar services for an undersea portable range tracking system.

When directed by Technical Instruction, the Contractor shall provide services for the design, development, installation and support for range telecommunication and reach back systems for the Atlantic and Pacific range areas. In addition, the Contractor shall provide services for real time reach back of remote portable ranges.

When directed by Technical Instruction, the Contractor shall provide services for the design, development, installation and support for a sparsely populated, Unmanned Undersea Vehicle (UUV) tracking and telecommunications system for the Atlantic and Pacific range areas.

Estimate: Two (2) Subject Matter Expert authored White Papers

Two (2) Engineering Sustainment or System Diagnostics papers annually.

Two (2), design, development, installation of range equipment projects annually

(CDRL A005, DI- MISC-80508B)

#### **2.5 Data Reduction Support**

All work shall be performed and recorded on a government owned and operated secret research and engineering network. This network is located at NUWC Division Keyport.

##### **2.5.1 Production Acceptance Training and Support**

The Contractor shall research, develop, prepare, and/or revise technical guides in support of USW Weapons, Production Acceptance and like programs. The Contractor shall provide training to government personnel that will encompass the analysis methods for each weapon test scenario. The Contractor shall develop a draft training schedule, including guide updates, and finalize upon the USW Weapons & Production Acceptance Data Coordinator review, using the schedule provided by the USW Weapons, Production Acceptance, and like programs personnel.

Estimate: One (1) to three (3) occurrences monthly

Note: In addition, the Contractor may interface with Information Assurance Team in accomplishment of Tasks 2.5.2

through 2.5.6.

## 2.5.2 Data Collection, Reduction, Processing, Analyzing, Validating, and Summarizing

2.5.2.1 The Contractor shall support data analysts by collecting, reducing, processing, analyzing, validating and summarizing data from systems under test and other range data sources, including, but not limited to torpedo internal data, tracking data, internal target, countermeasure data and any other system under test. The Contractor shall verify range data is free of artifacts and anomalies.

Estimate: Daily support

2.5.2.2 The Contractor shall maintain test databases and produce reports that address the system test program results, conclusions, and recommendations. The Contractor shall keep documentation up to date, including procedure documents for all processes. The Contractor shall provide weekly notifications stating what data has been uploaded/downloaded onto the applicable networks, and sent/received from other organizations.

Estimate: Weekly support

2.5.2.3 The Contractor shall provide test data collection, data reformatting, and data reduction activities at NUWC Keyport to:

- Acquire, monitor, reduce, control, and assure the quality of test data, including Lightweight/Heavyweight Torpedo Internal data, Range Tracking data, and stationary Target and radiated noise data.
- Assist in the smooth flow of mission data to personnel responsible for analysis and evaluation. This includes the ability to operate with the Media Transfer Authority (MTA) requirements of classified data transfers.
- Convert and/or translate test data into meaningful terms and appropriate formats required to analyze the data.
- Merge data, verifying the data was collected under all test condition requirements
- Assemble the data archive
- Generate event logs
- Provide support managing and inventorying of portable data storage devices in technical data library.

Estimate: Daily Support

2.5.2.4 The Contractor shall establish, execute, and maintain analysis programs for all recording systems gathering acoustic, underwater vehicle internal, range tracking, range environmental, and environmental stress test data.

Estimate: Daily Support

2.5.2.5 The Contractor shall perform test data analysis, verify the analysis results, test the data for anomalies, and compare the test data with technical requirements and specifications. The Contractor shall provide descriptive, parametric, non-parametric, and plotting techniques to explain test results, using spreadsheet packages, statistical analysis packages, or measure-specific software. Assessments shall include strip-outs, on-line analysis files, plots, and data reports.

Estimate: 2 to 4 times a week

2.5.2.6 The Contractor shall provide configuration support at the Collaborative Test and Evaluation Center (CTEC). This includes:

- Identifying track elements and facilitating their display
- Operate/Control the display console for analyst viewing
- Record incoming data for archival
- Extrapolate results from surface or underwater tests

- Support the checking out and return of encryption devices for the purpose of secure voice and secure video teleconferencing communications.
- Support data analysts and like personnel for the purpose of CTEC briefings and demonstrations of program capabilities.

Estimate: one (1) to three (3) events a week

### 2.5.3 Evaluate Systems Operational Performance

2.5.3.1 The Contractor shall evaluate range systems operational performance. The Contractor shall examine, analyze, and inform government project leads pertaining to the health status of each system including determining the probability of any failures that will impact system performance or availability to provide interactive analysis services.

Estimate: Minimum of quarterly system health status reporting

2.5.3.2 The Contractor shall execute computer shutdown and crash recovery procedures recording results in a log. The Contractor shall monitor computer resources and initiate actions to ensure that the manufacturers recommended guidelines are being met. The support efforts shall include performing mass media backups, file or disk restoration, and file updates.

Estimate: Minimum of weekly log updates and file backups, restoration and updates

2.5.3.3 The Contractor shall monitor secure networks for performance and report if there are issues. The support efforts shall ensure disk resources are maintained in the highest state of availability by monitoring disk usage based on a predetermined percentage of free space that should be available at all times.

Estimate: Daily Support

### 2.5.4 Database and Reporting Development and Management

2.5.4.1 The Contractor shall develop, update, upgrade, and maintain analysis database containing all critical run results for Heavyweight, Lightweight Torpedo and other similar programs. The support efforts shall assist in inputting run result data, special studies and general inquiries.

Estimate: Minimum of weekly file maintenance

2.5.4.2 The Contractor shall establish, execute, and maintain analysis processes to evaluate data for trends, systemic issues, and quality indicators. The support efforts shall cover tracking, documenting, and archiving data and analysis assessments.

Estimate: Twenty-six (26) bi-weekly data and analysis assessments .

2.5.4.3 The Contractor shall provide troubleshooting and corrective actions in the support of external customers to the In-Service Engineering Agency (ISEA) and test and evaluation systems.

Estimate: One (1) to three (3) occurrences a week.

### 2.5.5 Configuration Management of Tools/Scripts/Reports/Data basing

2.5.5.1 The Contractor shall assist with developing configuration management structure. Tasks may include:

- Guidelines and rules available with provided software tool.

- Process to ensure most current approved revision of documents is available to analysts.
- Controls on system/process to allow proper permissions to approvers and users.
- Work with user feedback to continuously improve system.

Estimate: Twenty-four (24) actions per year.

2.5.5.2 The Contractor shall provide support in the collection, storage, analysis, distribution and verification of system test and failure data. The Contractor shall create or update training and instructional material materials, familiarization documentation, and maintain existing relational databases.

Estimate: Two (2) to four (4) of system test and failure data actions per month.

#### 2.5.6 Data Analysis Tools

2.5.6.1 The Contractor shall develop analysis techniques and tools including individual and trend analysis.

Estimate: Twelve (12) analysis tools per year.

The Contractor shall perform analysis on historical and ongoing testing and provide results to government project leads

Estimate: Ten (10) test analysis r assessment actions per year.

2.5.6.2 The Contractor shall work in collaboration with Heavyweight and Lightweight Torpedo Intermediate Maintenance Activity (IMA), ISEA and other similar programs, in order to develop tools to improve overall shelf life of applicable hardware, discover peak/acceptable/low performance thresholds and analytically discover any loss in effectiveness over time.

Estimate: Twelve (12) improvement tools per year.

2.5.6.3 The Contractor shall develop machine learning based analysis tools for tasks such as automated classification and anomaly detection.

Estimate: Twenty-four (24) machine learning based analysis tools per year.

2.5.6.4 The Contractor shall work in collaboration with paragraph 2.5.4.3 in developing tools to quantitatively validate assumptions interpreted from graphs/plots generated from data obtained from CTEC runs.

Estimate: Development of 20 MATLAB or Python tools.

#### 2.5.7 Data Management

2.5.7.1 The Contractor shall develop tools that will process and transfer test data into appropriate databases and formats.

Estimate: Twenty-six (26) bi-weekly database insertions in conjunction with data and analysis from paragraph 2.5.4.3.

2.5.7.2 The Contractor shall work in collaboration with current Access database admins to make sure data is consistent amongst databases.

Estimate: Daily database support.

2.5.7.3 The Contractor shall create documentation for data systems architecture, including but not limited to tables,



relationships amongst tables, normalization rational, performance and optimization, indexing, clustering, data pre/post processing, stored procedures, super keys, and/or any partial table/stored procedure completions.

Estimate: Minimum quarterly documentation updates.

2.5.7.4 The Contractor shall develop recommendations for data storage and management systems.

Estimate: Ten (10) documents per year.

2.5.7.5 The Contractor shall monitor and report on database system usage, performance and storage, providing optimization tools as data size increases.

Estimate: Monthly updates to government project leads regarding recommendations on storage, performance and usage

Minimum of two optimization tools per year.

### 3.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary table below identifies the mission critical items for performance under this contract. Only performance deficiencies that are directly attributable to contractor error are considered when measured against the performance threshold.

**Table 3-1: Performance Requirements Summary**

Required Services	Performance Standard		AQL	REF	CDRL	Method of Surveillance
1. Management Support	For minor/simple support issues addressed within one (1) day of notification	PM Response	95%	PWS 2.1	N/A	File review or audit submitted documents
	For major/complex support issues a correction action plan implemented within five (5) working days of notification					
	Contractor adheres to a management plan as outlined based on task order requirements and planning meetings.	Management Plan	90%	PWS 2.1	N/A	COR performs random reviews and observations of contractor's adherence to the management plan.

2. Monthly Status Report	Reports accurately depict current status.	PM Report	95%* Data Accuracy	PWS 2.1	A001	File reviews, periodic inspections and random observations.
	Reports submitted NLT the 10th of each month.	PM Report	95% On-Time			
	*Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			
3. Funds and Man-Hours Expenditure Report	Report submitted NLT Wednesdays, bi-weekly .	Financial	95% On-Time	PWS 2.1	A002	COR performs a review upon receipt of each bi-weekly submittal
	Contractor will perform requirements of the PWS within current funding level. Also, maintain and provide accurate financial records of the current status.	Financial	98%* Accuracy			
	The bi-weekly expenditure reports will show funding level and labor hour details and summary by project and functional area.	Financial	95%* Accuracy			
	* Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			
3. SSRNM	Reports accurately depict current status of each evolution.	SSRNM Test Run Reports	95% Data Accuracy 90% On-Time	PWS 2.3.1 & 2.3.2	A003	File reviews, periodic inspections and random observations and Events Out-Briefs.
a) SSRNM Pre-Test Results Quick-Look	Pre-test conducted with ship's crew before testing event. Post-test conducted with ship's crew after testing event. Submit to Program Office and tested vessel within 30 days of completion.					
b) SSRNM Post-Test Results Quick-Look						
c) SSRNM Final Report						
	* Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			

4. FSSN	Reports accurately depict current status of each evolution. Submit to the Program Office no later than 15 calendar days after completion of each event.	FSSN Post Test Run Reports	95% Data Accuracy 90% On-Time	PWS 2.3.4	A004	File reviews, periodic inspections and random observations and Events Out-Briefs.
	* Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			
5. Range Equipment	Reports accurate and submitted within TI requirement date.	White Papers, Reports, Data for Engineering Sustainment or Systems Diagnostics Papers.	95% Data Accuracy 95% On-Time	PWS 2.4	A005	COR or Program Office review of delivered documents
	* Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			
6. Data Reduction	Tasking deliverables meet project requirements.		95% Accuracy	PWS 2.5	N/A	Periodic inspections, random observations or customer complaint. Test schedules or customer complaint
	* Errors corrected to 100% accuracy within 5 days of notification		Yes/No/NA			
	. Tasking is completed to meet project schedules.		95% On-Time			

## 4.0 REPORTING REQUIREMENTS

The Contractor shall submit the CDRLs identified in Section J. Table 4-1 provides a list of the CDRLs for this task order.

**Table 4-1: CDRLs:**

CDRL	Description	PWS Paragraph	Submission
A001	Monthly Status Report	PWS 2.1	NLT 10th of each month.
A002	Financial Status Expenditure Report	PWS 2.1	NLT Wednesdays, bi-weekly.

A003	SSRNM Post Test Run Report	PWS 2.3.1 & 2.3.2	Within 30 days of test completion.
A004	FSSN Test Report	PWS 2.3.4	Within 15 days of test completion.
A005	White Papers, Engineering Sustainment Documentation	PWS 2.4	As required by Technical Instruction letter.

## 5.0 GENERAL INFORMATION

### 5.1 Deliverables and Digital Data Management

All data generated in the performance of PWS requirements and system database updates is the sole property of the Government. Data files generated under this contract may not be transferred to 3rd parties, or disseminated or used for any purpose other than as required for contract performance. The Government reserves the right to review all data associated with and developed for this task order. The Contractor shall be responsible for the digital generation, reception and electronic delivery of data. All data shall be developed, managed, used, and exchanged electronically to the greatest extent practicable. The contractor shall maintain compatibility with the internet browser, electronic mail (e-mail), and software used by NUWCDIVKPT throughout the life of the task order. NUWCDIVKPT is on Navy Marine Corps Intranet (NMCI) and runs Microsoft Office products and Adobe Acrobat. Controlled unclassified information (CUI), as defined in DD Form 254, transmitted via e-mail must be encrypted to the current DoD/DON standard employing public key infrastructure (PKI) credentials.

#### 5.1.1 SIPRNet

The Contractor will be required to establish and maintain a classified workplace at its facility that meets all associated security requirements.

#### 5.1.2 Electronic Transmission from External (Non-Navy) Systems and Networks

Submittals requiring review shall have an electronic comment form attached. Alternatives to electronic deliveries include: CD/DVD deliveries as may be directed in a TI or elsewhere in this PWS.

#### 5.1.3 Classified Data Transmission

Classified data shall not be transmitted electronically on unclassified networks.

#### 5.1.4 Delivery

Items submitted electronically shall be considered delivered when they are successfully transmitted and received. Items not delivered electronically shall be delivered using best commercial practice.

#### 5.1.5 Electronic Mail

The Government will provide the Contractor with user accounts on the Government's electronic mail system to facilitate Contractor's performance under this PWS. The Contractor shall comply with applicable site instructions regarding the use of electronic mail. E-mail shall be used to facilitate the transfer of unclassified data only. Use of e-mail shall not relieve the Contractor from compliance with other areas of this task order requiring other types of communication. No communication via e-mail can change the scope of this task order. All emails containing FOUO

material or attachments with FOUO material must be digitally signed and encrypted when transmitted within a Navy network or to an approved contractor email address. Transmission of FOUO material (or any CUI) to personal email accounts (e.g. Yahoo, Hotmail, Gmail, etc.) is strictly prohibited. FOUO material sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard). FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO material by a method that precludes its disclosure to unauthorized individuals.

## **5.2 Project Management**

The Contractor shall designate a Project Manager (PM) with a Management skill set to be available during the working hours specified in paragraph 5.12, Monday through Friday. The PM shall be the central point of contact with the Government for performance of all work under this contract. The Contractor shall designate an alternate PM or task lead during the PM's absence. The Contractor shall notify the Contracting Officer's Representative verbally, if possible, and by email of unresolved disputes in receiving support from, or providing support to, customers within two hours from the time the dispute occurs.

## **5.3 Contractor Employees**

The Contractor shall provide capable personnel necessary to accomplish all contract work and services within the Government specified performance parameters and timeframes. It is the Contractor's responsibility to ensure that their employees are able to access the required support locations. It is not the Government's responsibility to develop private Contractor employees. The Contractor shall provide personnel with qualifications, necessary licenses, certifications, physicals, training, experience levels, and security clearances that are required, including all those required by Federal, State, and local laws and regulations. The Contractor will provide training opportunities, when necessary, to maintain Contractor capabilities/skills to coincide with changing technology environments. When Contractor personnel changes occur, it is the Contractor's responsibility to develop, update, and train the incoming personnel to effectively perform the assigned tasking.

The Contractor is responsible for ALL costs associated with obtaining necessary qualifications, licenses, certifications, training, physicals, and security clearances that are commercially available. Commercially available training is defined as training that is available to the general public. In the event that a onetime training event is required, or that training specific to the Government that cannot be obtained commercially is required, a Technical Instruction Letter will be issued to the Contractor.

The Government will only provide training to Contractor personnel for NUWCDIVKPT specific applications and as otherwise noted in the PWS. Only the cost of labor hours for training required by the Government will be paid by the Government. The cost of labor hours for training requested by the Contractor shall be paid by the Contractor.

The Contractor is solely responsible for ALL costs associated with hiring and relocating their personnel in all primary task locations. If required, relocation of personnel will be at the sole cost of the Contractor.

## **5.4 Mandatory Training**

The Government requires embedded Contractors to participate in certain mandatory training requirements. It is the responsibility of the Contractor to ensure that these training requirements are met and properly reported to the COR. Examples of mandatory training include, but are not limited to, Personally Identifiable Information (PII), Information Assurance, Antiterrorism briefing, OPSEC, and Trafficking in Persons basic awareness training. In addition to the mandatory training requirements required for embedded Contractors, there may be other mandatory training requirements required for each specific task area. It is the responsibility of the Contractor to ensure task specific training is met within timelines specified IAW with local procedures or as directed. When travelling to foreign countries, it is the responsibility of the Contractor to ensure that all required training is accomplished. Contractor personnel with a common access card (CAC) shall obtain accounts in the Total Workforce Management

System to access available training. There may be instances where Contractor personnel may be required to access Workforce Development System (WDS) to take the training.

## **5.5 Standards of Conduct**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. Each employee shall adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government. The Government may require transfer/removal from this contract any employee who is identified as a potential threat to the health, safety, security, general well-being or operational mission of the facility or its population.

## **5.6 Government Furnished Property, Services, and Facilities**

The Government will provide the Contractor access to Government workspaces, workstations, equipment, documentation and information necessary for work item performance, that are located at NUWCKPT.

**5.6.1** When it is determined to be advantageous to supply Government furnished material (GFM) or Government furnished equipment (GFE) for Contractor use, the GFM/GFE will be transferred to the Contractor and returned to the Government via a DD1149. A Government signature is required on the DD1149 upon return, and a copy shall be provided to the Government Property Administrator (GPA).

**5.6.2** Government equipment, software, systems, and services made available to the Contractor shall only be used for official use that is directly related to the performance of work under this PWS. The Contractor shall comply with the following guidelines in which the term “PCs” pertains to both desktop and laptop computers:

- Connection to privately owned PCs to a Government network is prohibited.
- Connection of privately owned handheld computing devices to Government PCs is prohibited.

**5.6.3** At this time, no GFE/GFM has been identified for transfer. GFP is identified in Attachment 8.

**5.6.4** PWS Section 2.5 Data Reduction requires the contractor to work within NUWC Division Keyport, Keyport, WA or Keyport Annex, Naval Base Kitsap Bangor and the Government will provide workspaces, telephones, computers, and office supplies for personnel under CLINs 2X04 & 2X05. The contractor is required to provide facilities for all other personnel and shall comply with PWS Sections 5.1 Deliverables and Digital Data Management and 5.14 Security Requirements.

## **5.7 Contractor Furnished Material**

Contractor furnished materials are anticipated under this task order. When required, it will be limited to consumable items and minor support or repair items. Items over \$3500 shall be identified to the COR prior to purchase and directed for purchase via a TI letter. Receipts shall be provided to the COR with the associated invoice. Material procured by the Contractor in performance of this contract shall be transferred using a DD1149 within the timeframes for project efforts of a task deliverable or for items used by the Contractor to support the length of the contract, no later than 10 calendar days after completion of the period of performance of this contract.

## **5.8 Vehicles**

The Contractor shall be responsible for obtaining any vehicles that are required for the performance of this task order.

## **5.9 Environmental Compliance Requirements**

The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions, and plans. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements. The contractor shall comply with all environmental regulatory agency permit conditions and consultation requirements. The contractor shall be solely liable for all of their Notice of Violations (NOV), fines, penalties, and corrective actions imposed by federal, state or local environmental regulatory agencies due to the contractor's failure or inability to comply with environmental requirements. The contractor shall provide verbal notification to the COR and the Government Program Office within 24 hours of receiving a NOV or equivalent followed by written notification within three (3) workdays of receiving a NOV.

The below link is a reference for Contractors Guide to Environmental Compliance.

[https://www.navsea.navy.mil/Portals/103/Documents/NUWC\\_Keyport/ContractorsGuideEnvComplianceRev12-2011.pdf](https://www.navsea.navy.mil/Portals/103/Documents/NUWC_Keyport/ContractorsGuideEnvComplianceRev12-2011.pdf)

#### 5.9.1 Hazardous Waste and Material Control /Handling

The contractor shall comply with all Navy instructions applicable, e.g., OPNAVINST 5090.1(Series) Environmental Readiness Program Manual, OPNAVINST 5090.1D Environmental and Natural Resources Program Manual as well as local station instructions where the operations are conducted.

The below link is a reference for Environmental Readiness Program OPNAV Instruction 5090.1D

<https://www.navsea.navy.mil/Portals/103/Documents/SUPSALV/Environmental/OPNAVINST%205090-1D.pdf>

#### 5.10 Safety

The contractor shall comply with all applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect. While working on Government facilities the contractor shall follow all local regulations and guidance for workplace safety including electronics, explosives, crane, and Electrostatic Discharge (ESD) requirements. The contractor shall adhere to industry safety standards, material safety data sheets (MSDS) for handling hazardous material and local guidance on cleanliness of the work area. Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91-596.

The below link is a reference for OSH Act of 1970

[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=OSHACT&p\\_id=2743](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=OSHACT&p_id=2743)

General information for Contractors; including a short list of references, in the 'Occupational Safety and Health Booklet for Contractors and Visitors' is available from the Safety Department

The below link is the reference for Safety Requirements for Contractors and Subcontractors

[http://www.navsea.navy.mil/Portals/103/Documents/NUWC\\_Keyport/ContractorSafetyManual2013RevM.pdf](http://www.navsea.navy.mil/Portals/103/Documents/NUWC_Keyport/ContractorSafetyManual2013RevM.pdf)

Contractors who are required to walk through industrial shop areas outside delineated safety lanes are required to wear safety shoes that meet the requirements of ASTM F2413, "Performance Requirements for Protective (Safety) Toe Cap Footwear," for compression and impact. Necessary personnel protection equipment shall be provided by the Government.

## **5.11 Quality**

The Contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the product or services conform to the specified contract technical requirements. The Contractor shall maintain an inspection system acceptable to the Government covering the services under the contract. The Contractor shall implement procedures to identify and prevent defective services from recurring.

### **5.11.1 Quality Control**

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the Contracting Officer's Representative (COR) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

### **5.11.2 Quality Assurance**

Using the Quality Assurance Surveillance Plan (QASP), the Government will monitor the contractor's performance and reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. The contractor, not the Government, is responsible for management and quality control actions to meet the terms of the contract. Government quality assurance will be conducted on behalf of the Contracting Officer. The COR will be appointed to coordinate the overall quality assurance of technical compliance.

## **5.12 Hours of Operation**

Normal hours of operation at NUWCDIVKPT are from 0700-1530 Pacific Time Monday through Friday, except Federal holidays. Alternate work schedules used by the Contractor must not negatively impact contract deliverables or project schedules. Overtime will be coordinated with the COR and a TI letter will be issued to define the number of hours, applicable subtask work element, and start and end dates. The contractor shall issue an overtime report to the COR monthly indicating total overtime used in the previous month, PWS category supported, and Line of accounting charged.

For work performed not a NUWCKPT, the Contractor shall ensure that employees are available to work on flexible work schedules , as such work coincides with US Navy Fleet trial schedules and may include weekends and holidays due to weather and ship schedules. Historically, work schedules while conducting trials have been 8-12 hour days in length.

End of Calendar Year Reduced Operations. NUWCDIVKPT halts most of its operations during the period between Christmas and New Year's Day every year. In general, contractor support is not anticipated during this period. If the Government requires contractor support, the COR will request this support via the Program Manager. Only hours worked in support of such arrangement can be billed under the task order.

## **5.13 Early Dismissal and Closure of Government Facilities**



When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go to work, take leave (administrative or other), or report to another company facility. The contractor shall not direct charge to the contract for time off subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors, who work in unclassified spaces, will continue working established work hours or take leave IAW parent company policy. On site Contractors who work in classified spaces can continue working if a Federal employee is present in the space. Those Contractors who do not take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings IAW the FAR, applicable cost accounting standards, and company policy. The Contractor shall also address the company's work schedule and timekeeping policies which should include timekeeping policies while on travel and underway.

Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

## **5.14 Security Requirements**

### **CONTRACT SECURITY REQUIREMENTS**

The Contractor shall follow the below directives.

#### **5.14.1. Cybersecurity Directives:**

- (a) DoD Instruction 8500.01, Cybersecurity
- (b) DoD Directive 8140.01, Cyberspace Workforce Management
- (c) DoD Manual 8570.01-M, Information Assurance Workforce Improvement Program, Change

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- (d) SECNAV Instruction 5239.20, DON Cybersecurity/Information Assurance Workforce Management, Oversight and Compliance

- (e) SECNAV M-5239.2, DON Information Assurance Workforce Management Manual

- (f) SECNAV Instruction 1543.2 Cyberspace/Information Technology Workforce Continuous Learning

#### **5.14.2 Industrial Security Directives:**

DoD 5220.22-M Change 2 (CH 2), National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22, Volume 2 National Industrial Security Program

DoDI 5220.22 Change 1 (CH1), National Industrial Security Program (NISP)

#### 5.14.3 Information Security Directives:

- (a) DoDM 5200.01 Vol. 1-4, DoD Information Security Program
- (b) SECNAV M-5510.36, DON Information Security Program
- (c) NAVSEAINST 5510.1C, Security Program Instruction

#### 5.14.4 Privacy Act/PII Directives:

- (a) OMB M-17-12, Preparing for and responding to a breach of Personally Identifiable Information
- (b) DoDD 5400.11, DOD Privacy Program
- (c) SECNAVINST 5211.5E, Department of the Navy (DON) Privacy Act (PA) Program
- (d) NAVSEAINST 5211.2B, Naval Sea Systems Command Privacy Program

#### 5.14.5 Communications Security Directives:

- (a) DOD Instruction 8523.01, Communications Security (COMSEC)
- (b) CNSSI 4005, Safeguarding Communication Security (COMSEC) Facilities and Materials

#### 5.14.6 Personnel Security Directives:

- (a) DoD Instruction 5200.02 Change 1, DoD Personnel Security Program
- (b) SECNAV M-5510.30, DON Personnel Security Program

#### 5.14.7 Operations Security Directives:

- (a) DoDDIR 5205.02E, DoD Operations Security (OPSEC) Program
- (b) SECNAVINST 3070.2, DON Operations Security (OPSEC) Program
- (c) OPNAVINST 3432.1A, Operations Security
- (d) NAVSEAINST 3432.1A, NAVSEASYS COM Operations Security Policy Instruction
- (e) NAVSEAINST 2200.1, NAVSEASYS COM Photographic, Audible Recording and Portable Electronic Devices Policy

#### 5.14.8 Physical Security Directives:

- (a) DoD 5200.08-R, CH 1, Physical Security Program

#### 5.14.9 Common Access Card (CAC) Directives:

- (a) DoD Manual 1000.13, Volumes 1-2, DoD Identification (ID) Cards
- (b) DoD Instruction 5200.46, CH1, DoD Investigative and Adjudicative Guidance for Issuing the  
Common Access Card
- (d) FIPS Publication 201-2, Personal Identity Verification (PIV) of Federal Employees and  
Contractors
- (e) CNO Ltr Ser N09N2/11U213200, DON Implementation of Homeland Security Presidential  
Directive

5.14.10 Homeland Security Presidential Directive (HSPD-12) requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006-DoD Implementation of HSPD-12 dated November 26, 2008 (or its subsequent Department of Defense instruction) directs implementation of HSPD-12. This section is in accordance with HSPD-12 and its implementing directives.

Contractors performing on Naval Undersea Warfare Center Division, Keyport (NUWC DIVKPT)/Naval Sea Logistics Center (NAVSEALOGCEN) contracts are required to successfully obtain and maintain (to include periodic reinvestigations) background investigations and clearances (if required) commensurate to contractor work performance and/or environment. Contract personnel investigation and adjudication records are subject to oversight by the Security Manager (SM) via the establishment of a “servicing” relationship with the records in the Joint Personnel Adjudication System (JPAS), Department of Defense (DoD) system of record for personnel security management. Contractor personnel unable to successfully obtain or maintain the appropriate investigation or necessary clearance shall immediately, upon notification from Facility Security Officer (FSO), will vacate the installation or performance location. The

Contracting Officer, Contracting Officer’s Representative (COR) and the Security Contracting Officer shall be notified of any such vacancy.

#### 5.14.2 APPLICABILITY

These security requirements apply to contractor employees requiring physical access to any area of a federally controlled installation, facility or activity and/or requiring access to a Department of Navy (DON) or DoD computer/network/system to perform certain unclassified sensitive duties. These security requirements also apply to contractor employees who access Privacy Act Information of 1974, as amended in 5 U.S.C. 552a, and provide support associated with performing duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible Facility Security Officer/Representative of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a government site location and/or requires access to a DoN computer/system under this contract, is required to obtain a DoD Common Access Card (CAC). Additionally, depending on the level of computer/network access, the contractor employee will require a successful background investigation as detailed below.

#### 5.14.3 ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled installation, facility, or activity under this section and who require access to a DoN Information Technology (IT) system will require a DoD CAC. When access to a military installation, facility or activity is required contractor employees shall

in-process with the Command Security Manager upon arrival to the Command, and shall out-process prior to their departure at the completion of the individual's performance under the contract.

The contractor shall provide a personnel roster of all Prime and Subcontractor personnel and submit to the COR and Security Contracting Officer via e-mail no later than 30 business days following award which shall be updated monthly and when changes occur.

Access to Government facilities/installations is at the discretion of the Government. The Government reserves the right to rescind access at any time. In each instance when contractors are terminated, separated or the contract is at the end date, the Contractor Manager or FSO shall ensure the prompt return of any issued items to the Government issuer (e.g. Government property, Government-owned keys, CACs, and/or issued identification picture badges).

#### 5.14.4 ACCESS TO DOD INFORMATION TECHNOLOGY SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as one of three levels. IT-I which is the Highest level designated as critical sensitive, IT-II designated as Non-critical sensitive, or IT-III designated as Non-sensitive. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act or other controlled unclassified information (CUI).

All contractor employees under this contract who require access to Privacy Act or CUI protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Systems Security Manager (ISSM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a fully adjudicated Single Scope Background Investigation (SSBI/T5) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC/T3) described below.

Due to the privileged system access, a SSBI/T5 suitable for high risk public trust positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) identified by the ISSM will be required to complete all mandatory training prior to accessing or operating a DoN/DoD IT system.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Command Security Manager and ISSM upon arrival to the Command, and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; block 16 shall be signed by the COR or Contracting Officer.

The SAAR-N shall be forwarded to the Command Security Manager to allow a seven (7) day processing timeframe prior to the individual's start date. Failure to provide the required documentation in the specified amount of time may result in delaying the individual's ability to perform tasks related to computer access, and thus their ability to perform under this contract.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### 5.14.5 INTERIM ACCESS

The Command Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network at the IT II level or below upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. If the final results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contracting company of their responsibility to provide appropriate personnel.

#### 5.14.6 DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this section including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract.

Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this section in all subcontracts when the subcontractor is permitted to have classified/unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

The Contractor FSO shall report reportable derogatory contractor information and behaviors that bring into question an individual's trustworthiness, judgment, and reliability to protect classified information to the Department of Defense Central Adjudication Facility (DoD CAF) via a JPAS incident report in accordance with the National Industrial Security Program Operating Manual (NISPOM). Contractor shall also notify the Contracting Officer, COR, and Security Contracting Officer of such information or behavior. Upon receipt of derogatory information, the Contracting Officer will consult with the Commanding Officer and Security Manager to determine based on the facts, whether a contractor's continued access to classified material, IT system, or government facility is in the best interest of the government. All contractor performance issues associated with the contract will only be addressed to the contracting company by the Contractor Officer.

Access to Government facilities/installations is at the discretion of the Government. The Government reserves the right to rescind access at any time. In each instance when contractor employees are terminated, separated or the contract is at the end date, the Contractor Manager or FSO shall ensure the prompt return of any issued items to the Government issuer (e.g. Government property, Government-owned keys, CACs, and/or issued identification picture badges).

Standards for Wearing CACs/Badges. Contractor employees who have been issued CACs and/or badges shall wear them at all times on outer garments above the waist and removed when exiting the installation. CACs or badges shall not be worn outside the installation nor used as personal identification.

#### 5.14.7 CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, Email address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. During contract performance, the Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Security Contracting Officer.

#### 5.14.8 BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

The Command security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. The Command recognizes contractor employees under this contract as Non-critical Sensitive (IT-II) when the contract scope of work requires physical access to a federally controlled installation, facility, or activity and/or requiring access to a DoD computer/network, to perform unclassified but sensitive duties. At a minimum, each contractor employee must be a US citizen and a favorably completed NACLC/T3 to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC/T3 consists of a standard NAC and FBI fingerprint checks plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to have completed:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required ensuring investigations remain current (not exceeding 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements, ALL contractor employees shall in-process with the Command Security Manager upon arrival to the organization, and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Command ISSM. Completion and approval of a SAAR-N form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Command Security Manager at least 7 days prior to the individual's start date. Failure to provide the required documentation at least 7 days prior to the individual's start date may result in delaying the individual's start date.

Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Command Security Manager may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Command is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON CAF for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) to Security Managers Office (SMO) 655384, or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Command will take a JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### 5.14.9 Command All Shred Policy

Contractor shall dispose of all unclassified paper whether generated within or received from outside sources through shredding or placement in a command designated shred bin on a daily basis to eliminate unauthorized disclosure of Privacy Act, PII, FOUO information, or other types of CUI. This includes but is not limited to reports, briefings, meeting notes, memos, sticky notes, user manuals, working papers, and operating instructions. Newspapers,

magazines, and shipping/laminated paper can be placed in recycle bins only. Brown paper bags (burn bags) and recycle bins are not authorized for storing or accumulation of unclassified office paper.

#### 5.14.10 General Security Requirements

Contractor employees embedded in government work spaces will be included in the command security education program per SECNAV M-5510.36 (11-4.2.a) and must complete prescribed DoD/DoN training requirements. Subcontracting. Contractor shall immediately notify the Contracting Officer and Security Contracting Officer prior to subcontracting and submit a copy of the sub-contract DD254 if applicable.

Security Inspections. Command security inspections shall occur annually and the Department Heads and CORs shall be informed of inspection results. Security inspections will include all embedded contractor personnel working in government facilities. Unannounced security spot-checks of departments shall occur throughout the year and are at the discretion of the Government. Foreign Interests. Contractors with defined Foreign Interests (a Facility that is owned, controlled, or influenced by foreign interests) will ensure adherence to DoD and DON regulations, directives and policies. Full disclosure to the Contracting Officer, COR, and Security Contracting Officer is required.

#### 5.15 Annual Travel Requirements

All travel must be approved in advance by the COR via TI letter. Travel to foreign countries may also be required. All travel will be in accordance with the Joint Travel Regulations (JTR). Should the need arise in such a manner that written authorization is not possible, a verbal authorization may be obtained from the Contracting Officer to be followed up in writing within 3 working days.

Local travel, as well as Hawaii, Guam, AUTECH, Japan, Greece, Spain and the Continental United States, will be required in the performance of this contract. Travel to foreign countries may also be required. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes medical examinations; immunizations; passports, visas, and security clearances and other pertinent actions required to travel. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all Contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding. Underway support may be required and shall be in compliance with all applicable guidance.

Estimates for travel are as follows:

Table 5-1: Travel Requirements Per Year

Destination	# of People	# of Days	# of Trips
Keyport, WA	1	5	6
Dabob, WA	1	1	4
AUTECH, Bahamas	4	10	12
Norfolk, VA	2	5	5
Pascagoula, MS	2	5	4
Bath, ME	1	5	3
San Diego, CA	4	5	5
Honolulu, HI	1	10	4
Newport, RI	1	5	4
Washington, DC	1	5	6
Okinawa, Japan	1	20	2

Ft Lauderdale, FL	1	5	2
West Palm Beach, FL	1	5	1
Jacksonville, FL	1	5	5
Guam	2	10	1
Crete, Greece	4	5	2
Rota, Spain	4	5	2

## 6.0 PROHIBITION OF PERSONAL SERVICES

The use of a SEAPORT-e Task Order to satisfy this requirement is in the best interest of the Government, economic and other factors considered, and this task order is not being used to procure personal services which are prohibited by FAR Part 37.104 titled Personal Services Contract. The contractor is specifically prohibited from performing functions which are defined as inherently Governmental functions (See FAR 7.503) and require performance by Government employees in order to retain essential control and responsibility.

This order is for "non-personal services" as defined in FAR 37.101. It is, therefore, understood and agreed that the contractor and/or the contractor's employees and subcontractors: (1) shall perform the services specified herein as independent contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

The Contractor is solely responsible for the control and supervision of contractor personnel. This includes contractor employee leave and timekeeping issues. The contractor is responsible for properly training its employees before they commence work to recognize the scope of their duties. Contractor personnel must be qualified to perform the duties of their assigned labor classifications at the beginning of the task order.

Although the Department of Labor SCA Labor Classification descriptions may include references to supervision or supervisory responsibility, it is an overarching requirement of the contract that only contractor employees shall supervise other contractor employees. In no instance shall a contractor employee supervise a Government employee nor shall any Government employee be a supervisor of a contractor employee.

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

## 7.0 TRANSITION

The contractor shall provide transition services. Transition services shall be limited to only those services required to prepare for full performance of services. The Government will provide task familiarization training for tasks. The transition shall be for a period of (3) three weeks.

## 8.0 SERVICE CONTRACT REPORTING (NAVSEA)



(a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

## **QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA**

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to U.S./Canada Joint Certification Office, Defense Logistics Information Services, Federal Center, 74 Washington Avenue, North, Battle Creek, MI 49017-3084.

(c) Canadian Contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

## **ACCESS TO GOVERNMENT INFORMATION SYSTEMS**

Ref: SECNAV M-5510.30, Department of the Navy Personnel Security Program

Personnel accessing Government information systems in the performance of contract work require a favorably adjudicated personnel security investigation, whether or not an actual security clearance is required. Personnel whose duties meet the criteria for an Information Technology (IT) Level 1 designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or Periodic Review (PR) of the SSBI. The SSBI or PR must be updated every 5 years. A favorably adjudicated National Agency Check with Local Agency Check and

Credit Check (NACLC) for civilian personnel is required for IT Levels II and III. Additionally,

Telecommunications Directive (NTD) 02-06, Information Assurance (IA) Training Requirement, and DoDD 8570.1, Information Assurance Training, Certification, and Workforce Management Policy, require that all authorized users of DoD Information Systems receive initial IA awareness orientation as a condition of access and thereafter must complete annual IA refresher awareness training to maintain an active user account.

## **SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL**

a. Permission to visit. Whenever Contractor personnel are required to perform work aboard a ship of U.S. Navy or associated Shore Facility, the Contractor shall submit a visit request via the Joint Personnel Adjudication System (JPAS) using the visiting ship/facility's SMO (NUWC Keyport's SMO is 002536). If company does not have access to JPAS, a written request to visit must be sent to that ship/facility or ship Security Officer using the guidance below.

(1) For classified visits, the visit request shall include all information required by paragraph 6-100 of DOD 5220.22M Industrial Security Manual.

(2) For unclassified visits, the visit request shall include the following information on each person visiting the users agency's facility or ship. The request shall be on company letterhead stationery with company address/telephone number and provide the following information:

Name: \_\_\_\_\_

Job Title/Position: \_\_\_\_\_

Government Security Clearance, if any: \_\_\_\_\_

SSN: \_\_\_\_\_

Date/Place of Birth: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Current Residence Address: \_\_\_\_\_

Length of Visit (if known) \_\_\_\_\_

Additional access information: [http://www.cnic.navy.mil/Kitsap/CNICP\\_A233976](http://www.cnic.navy.mil/Kitsap/CNICP_A233976)

b. Citizenship. No employee or representative of the Contractor shall be admitted to any facility or ship of the U.S. Navy unless satisfactory proof of citizenship of the United States can be furnished. If citizenship cannot be verified via JPAS an I9 Employment Eligibility Verification form may be required.

c. Compliance with Security Regulations.

(1) The Contractor shall comply with the security regulations in force at Naval Undersea Warfare Center, Division

Keyport, WA and Keyport Annex Bangor. Company-granted clearances are not valid for access to restricted areas or information. If access to these areas or information is involved, Contractor personnel must possess a Government-granted clearance based on formal investigative actions. Contractor personnel may be required to fill out a form regarding involvement with alcohol or dangerous drugs, police records, relative living abroad, and personal foreign travel as a condition for receiving a clearance.

(2) If applicable, special security provisions for access to classified information are set forth in the attached DD Form 254, Contract Security Classification Specifications.

(3) It is the Contractor's responsibility to collect and account for all personnel identification passes/badges and vehicle passes issued to his employees when no longer needed. The Contractor must return all passes/badges to the facility security office within three (3) days of the separation of an individual from employment on this contract.

(4) It is the Contractor's responsibility to assure that his employees are aware of, and comply with, the security requirements of the facility or ship as set forth in the contract and as explained at the pre-award conference, if applicable. Noncompliance by an individual can result in denial of access to the facility or ship.

(5) If a Contracting Officer's Representative (COR) is appointed in this contract, a listing of persons employed on the contract indicating that they have been briefed on the facility/ship security requirements shall be submitted to the COR within 14 days after award of the contract. The list is in addition to that shown in paragraphs a, b, and c above. The list shall also include a description of all company vehicles, including road equipment and office supply trailers, to be employed on the facility, along with license numbers, if applicable. The Contractor shall promptly notify the COR of any changes to the list.

(6) Per SECNAV M-5510.36, Contractor employees working in Government spaces are subject to the activity's security education program. Such employees at NUWCDIVKPT must review each NUWCDIVKPT Security Training Quarterly (STQ) Bulletin and report same to the company's Training or Facility Security Officer. Contractor employees with SECRET or higher clearances must attend one counterintelligence briefing annually. Briefings are conducted quarterly and are advertised in the STQ.

(7) The use of privately owned personal computers and cellular telephones by Contractor personnel at Naval Undersea Warfare Center, Division Keyport, WA and Keyport Annex Bangor is restricted. Contractors requiring such devices in the performance of this contract shall notify the Contracting Officer.

(8) Contractor personnel at Naval Undersea Warfare Center, Division Keyport, WA and Keyport Annex Bangor are prohibited from having photographic equipment, tape recorders, or other recording devices in their possession.